

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-18-72388
HUD# 07-18-9876-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

FORT MADISON HOUSTING AUTHORITY
1102 48TH Street - Office
Fort Madison, Iowa 52627

PATI TOOPS
Fort Madison Housing Authority
1102 48TH Street - Office
Fort Madison, Iowa 52627

ADAM SUTTON
Fort Madison Housing Authority
1102 48TH Street - Office
Fort Madison, Iowa 52627

COMPLAINANTS

CHARLES R. JACKSON
4635 Avenue J Apartment H2
Fort Madison, Iowa 52627

RHONDA JACKSON A.K.A RHONDA NEWSON
4635 Avenue J Apartment H2
Fort Madison, Iowa 52627

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainants allege discrimination in the area of housing on the basis of race (African American)(Native American). Complainants allege discriminatory terms and conditions based on their race when Respondents failed to make timely repairs and installed a camera facing their apartment subjecting them to unlawful surveillance. Respondents deny having discriminated against Complainants, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 35-unit apartment complex, known as Ivanhoe Lane Apartments, located at 4635 Avenue J, Fort Madison, Iowa 52627.

Terms of Settlement: A complaint having been filed by Complainants against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.
5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

8. Complainants hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Complainants hereby waive, release, and covenant not to sue the three named Respondents with respect to any matters which were, or might have been alleged as charges filed with the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein, related to the alleged police incident at the subject property on June 26, 2018.

Fair Housing Poster

9. Within thirty (30) of the execution of this Settlement Agreement, Respondent agrees to place the Fair Housing Poster (English and Spanish) at the subject property, in a conspicuous location easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPPosterGeneralSpanish.pdf>

Respondent agrees to send documentation to the Commission verifying the fair housing posters have been posted within ten (10) days of displaying the posters. "Documentation" may take the form of a photograph showing the poster has been placed.

Relief for Complainant

10. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainants \$400.00 without any deductions. Respondents agree the Settlement Check will be made out to Charles Jackson and Rhonda Newson and sent to them at 4635 Avenue J Apartment H2, Fort Madison, Iowa 52627 via certified mail.

Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission.

Reporting and Record-Keeping

11. Respondents shall forward to the Commission objective evidence verifying the fair housing posters have been posted within ten (10) days of displaying the posters, as evidence of compliance with Term 10 of this Agreement.
12. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Sylvia Owens
Iowa Civil Rights Commission
Grimes State Office Building, 400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov
Telephone: 515-281-6434

Fort Madison Housing Authority, RESPONDENT

Date

Patty Toops, RESPONDENT

Date

Adam Sutton, RESPONDENT

Date

Charles R. Jackson, COMPLAINANT

Date

Rhonda Jackson, a.k.a. Rhonda Newson, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date